



**U.S. Embassy San Jose, September 14, 2006**

Dear Prospective Quoter:

SUBJECT: Solicitation Number S-CS800-06-Q-016 Photocopier supplies and services

The Embassy of the United States of America in San Jose invites you to submit a quotation for photocopier supplies and services.

The Embassy intends to conduct a pre-quotation conference at the site, and all prospective offerors who have received a solicitation package will be invited to attend. The conference will be held at the Chancery Building, Pavas on **September 20, 2006 at 10:00 am**. See Section 3 of the attached Request for Quotations (RFQ).

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to Pánfilo Marquez, Contracting Officer, General Services Office, on or before September 27, 2006, 4:00 pm. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Block 23
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to Luis Mariano Mora Cedeño, Contract Unit by fax number: 519-2035 or by email address: [moralm@state.gov](mailto:moralm@state.gov) during regular business hours.

Sincerely,

Pánfilo Marquez  
Contracting Officer

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Please clip to this link to access to the form SF 1449: [SF1449.pdf](#)

Continuation to SF1449, RFQ S-CS800-06-Q-016  
**SECTION 1 - THE SCHEDULE**  
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT  
COST PER COPY

1. Performance Work Statement

This solicitation is for photocopier supplies and services based on a firm fixed price charge for various services. Contractor furnished services and supplies are to be provided on an indefinite quantity basis with delivery to **US Embassy San Jose.**

The Contractor will retain ownership of all machines installed in Contractor provided facilities under this contract. The estimated monthly copy volume, as well the estimated monthly volume for other services for the Embassy covering the upcoming **5 years** is shown in Section 3. The Contractor shall maintain under his ownership sufficient equipment to perform the various types of jobs described in Section 2. The Contractor shall report the equipment available for use under this contract, either owned by or leased to the Contractor and shall report any changes to the available equipment to the COR within 48 hours of any such a change.

Prices quoted per job are fully loaded rates and must include all relevant charges, including but not limited to the cost of equipment, repairs, supplies, labor, benefits to employees, and any other costs to the Contractor.

The contractor shall provide copier services on a per job basis. This cost per copy price shall include:

- the usage charge of the proposed copier;
- insurance (see FAR 52.228-4 and 52.228-5);
- all necessary consumables including but not limited to paper, toner, developer kits, fuser oil, and unlimited repair services (emergency repairs and preventive maintenance) during the normal business hours set forth in Section C.6;
- training of qualified personnel
- Messenger services for transporting jobs to and from the Embassy.

This is an indefinite-delivery indefinite-quantity contract. The Government plans to issue task orders with a firm-fixed price per job and a ceiling price based on estimated quantities.

Additional details regarding the Performance Work Statement are stated in Attachment 1 of this section.

2. Period of Performance/Schedule

The performance period of this contract is from the date of contract award (approximately November 1, 2006) and continuing for 12 months, with four (4) one-year option(s) to renew. The initial period of performance includes any transition period authorized under the contract.

The Contractor shall provide all required types of maintenance service as well as copier installation, equipment demonstrations, and training services on Contractor equipment so as to ensure adequate performance under this contract. Equipment shall include both color and black and white copiers, binders, paper drills, laminating machine and large format copiers with sufficient redundancy in the equipment provided to ensure a reasonable turn-around time for individual jobs. The expected delivery for all jobs below shall be 48 hours from the time the job is submitted to the time it is delivered. Maximum times for deliveries are listed in Attachment 1 .

In order for the option (s) to be exercised at the prices indicated in this contract, the Government shall prepare a modification to this contract exercising this option.

3. Pricing. The Contractor shall provide the following services at the specified price. Service fees shall be fully loaded rates (see Sec. 1.1) for the job specified. All prices are set forth in **Colones**. The Government will pay no monthly lease charge, maintenance or toner or other copier supplies charges under this cost per copy arrangement. No other charges will be accepted under this agreement.

Base Year of Service

**A. Copies Black and White**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	40,000			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
10	5000			

**B. Copies Color**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	1,500			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
20	5000			

### C. Other Services

#### 1. Binding (Spiral or Glue Binding, includes cardstock covers with color imprinting)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
7	90			

#### 2. Lamination (Hard Plastic)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
6	95			

#### 3. Special Cuts (for non-standard job sizes)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
3	1000			

#### 4. Business Cards (Linen Cardstock Printed in Color)

<u>Monthly Orders</u>	<u>Total Cards</u>	<u>Equipment</u>	<u>Price per card</u>	<u>Monthly Price</u>
8	2200			

#### 5. Pads (for Medical and other Informational soft-spine pads)

<u>Monthly Orders</u>	<u>Total pads</u>	<u>Equipment</u>	<u>Price per pad</u>	<u>Monthly Price</u>
2	100			

#### 6. Booklets (Mid-page stapling and folding of booklets)

<u>Monthly Orders</u>	<u>Total Booklets</u>	<u>Equipment</u>	<u>Price per Booklet</u>	<u>Monthly Price</u>
1	250			

Total Estimated Amount per Month \_\_\_\_\_

x 12 \_\_\_\_\_

Total Estimated Amount for Base Year \_\_\_\_\_

### \* MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of \$10,000 in varied services for this period of performance. The maximum quantity of all orders shall not exceed \$45,000 for this period of performance.

### First Option Year

#### A. Copies Black and White

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	40,000			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
10	5000			

#### B. Copies Color

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	1,500			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
20	5000			

### C. Other Services

1. Binding (Spiral or Glue Binding, includes cardstock covers with color imprinting)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
7	90			

2. Lamination (Hard Plastic)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
6	95			

3. Special Cuts (for non-standard job sizes)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
3	1000			

4. Business Cards (Linen Cardstock Printed in Color)

<u>Monthly Orders</u>	<u>Total Cards</u>	<u>Equipment</u>	<u>Price per card</u>	<u>Monthly Price</u>
8	2200			

5. Pads (for Medical and other Informational soft-spine pads)

<u>Monthly Orders</u>	<u>Total pads</u>	<u>Equipment</u>	<u>Price per pad</u>	<u>Monthly Price</u>
2	100			

6. Booklets (Mid-page stapling and folding of booklets)

<u>Monthly Orders</u>	<u>Total Booklets</u>	<u>Equipment</u>	<u>Price per Booklet</u>	<u>Monthly Price</u>
1	250			

Total Estimated Amount per Month \_\_\_\_\_

x 12 \_\_\_\_\_

Estimated Amount for First Option Year \_\_\_\_\_

### \*MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of \$10,000 in varied services for this period of performance. The maximum quantity of all orders shall not exceed \$45,000 for this period of performance.

Second Option Year

**A. Copies Black and White**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	40,000			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
10	5000			

**B. Copies Color**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	1,500			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
20	5000			

**C. Other Services**

1. Binding (Spiral or Glue Binding, includes cardstock covers with color imprinting)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
7	90			

2. Lamination (Hard Plastic)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
6	95			

3. Special Cuts (for non-standard job sizes)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
3	1000			

4. Business Cards (Linen Cardstock Printed in Color)

<u>Monthly Orders</u>	<u>Total Cards</u>	<u>Equipment</u>	<u>Price per card</u>	<u>Monthly Price</u>
8	2200			

5. Pads (for Medical and other Informational soft-spine pads)

<u>Monthly Orders</u>	<u>Total pads</u>	<u>Equipment</u>	<u>Price per pad</u>	<u>Monthly Price</u>
2	100			



6. Booklets (Mid-page stapling and folding of booklets)

<u>Monthly Orders</u>	<u>Total Booklets</u>	<u>Equipment</u>	<u>Price per Booklet</u>	<u>Monthly Price</u>
1	250			

Total Estimated Amount per Month \_\_\_\_\_

x 12

Estimated Amount for First Option Year \_\_\_\_\_

**\*MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government will place orders totaling a minimum of \$10,000 in varied services for this period of performance. The maximum quantity of all orders shall not exceed \$45,000 for this period of performance.

**Third Option Year**

**A. Copies Black and White**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	40,000			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
10	5000			

**B. Copies Color**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	1,500			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
20	5000			

**C. Other Services**

1. Binding (Spiral or Glue Binding, includes cardstock covers with color imprinting)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
7	90			

2. Lamination (Hard Plastic)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
6	95			

3. Special Cuts (for non-standard job sizes)

<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
3	1000			

4. Business Cards (Linen Cardstock Printed in Color)

<u>Monthly Orders</u>	<u>Total Cards</u>	<u>Equipment</u>	<u>Price per card</u>	<u>Monthly Price</u>
8	2200			

5. Pads (for Medical and other Informational soft-spine pads)

<u>Monthly Orders</u>	<u>Total pads</u>	<u>Equipment</u>	<u>Price per pad</u>	<u>Monthly Price</u>
2	100			

6. Booklets (Mid-page stapling and folding of booklets)

<u>Monthly Orders</u>	<u>Total Booklets</u>	<u>Equipment</u>	<u>Price per Booklet</u>	<u>Monthly Price</u>
1	250			

Total Estimated Amount per Month \_\_\_\_\_

x 12 \_\_\_\_\_

Estimated Amount for First Option Year \_\_\_\_\_

**\*MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government will place orders totaling a minimum of \$10,000 in varied services for this period of performance. The maximum quantity of all orders shall not exceed \$45,000 for this period of performance.

**Fourth Option Year**

**A. Copies Black and White**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	40,000			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
10	5000			

**B. Copies Color**

Orders of 1000 copies or more

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
1	1,500			

Orders of 1000 copies or less

<u>Monthly Orders</u>	<u>Total Copies</u>	<u>Copier Model</u>	<u>Price per copy</u>	<u>Monthly Price</u>
20	5000			

**C. Other Services**

1. Binding (Spiral or Glue Binding, includes cardstock covers with color imprinting)				
<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
7	90			
2. Lamination (Hard Plastic)				
<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
6	95			
3. Special Cuts (for non-standard job sizes)				
<u>Monthly Orders</u>	<u>Total Jobs</u>	<u>Equipment</u>	<u>Price per job</u>	<u>Monthly Price</u>
3	1000			
4. Business Cards (Linen Cardstock Printed in Color)				
<u>Monthly Orders</u>	<u>Total Cards</u>	<u>Equipment</u>	<u>Price per card</u>	<u>Monthly Price</u>
8	2200			
5. Pads (for Medical and other Informational soft-spine pads)				
<u>Monthly Orders</u>	<u>Total pads</u>	<u>Equipment</u>	<u>Price per pad</u>	<u>Monthly Price</u>
2	100			
6. Booklets (Mid-page stapling and folding of booklets)				
<u>Monthly Orders</u>	<u>Total Booklets</u>	<u>Equipment</u>	<u>Price per Booklet</u>	<u>Monthly Price</u>
1	250			

Total Estimated Amount per Month \_\_\_\_\_

x 12

Estimated Amount for First Option Year \_\_\_\_\_

\*MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of \$10,000 in varied services for this period of performance. The maximum quantity of all orders shall not exceed \$45,000 for this period of performance.

4. Issuance of Task Orders

(a) The Contracting Officer will authorize work only through the issuance of task orders. Task orders shall be established on a fixed price per copy basis and shall be modified solely by a written modification executed by the Contracting Officer. Each task order will set forth a ceiling price.

(b) The Contractor shall perform only those services specifically authorized in the individual task orders issued under this contract. The Contractor shall complete all work and services under this contract when specified in the task orders.

(c) The designated ordering individual for this contract is the Contracting Officer.

## 5. INVOICES.

(a) The Contractor shall submit invoices to the COR at the address shown in paragraph (e) below. A proper invoice must include the following information.

- (1) Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
- (2) Invoice date.
- (3) Contract number.
- (4) A summary showing each task order issued to the Contractor and signed acceptance of each job by the accepting office.
- (5) Copies of every task order issued to the Contractor and signed/approved by the COR.
- (6) Name, title, phone number, and address of person to contact in case of defective invoice.

(b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendar days. The Contractor must then submit a proper invoice.

(c) Each task order will include the name of the agency for which the service was rendered. This is the agency name which the Contractor shall use when creating the invoice.

(d) The COR will take each summary invoice, furnish the detailed invoice to the appropriate official in that agency. That agency representative will review the detailed invoice and either mark it "inspected and accepted" or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

(e) The contractor shall send invoices to the following address:

US Embassy San Jose  
c/o General Services Office  
Pavas, San Jose  
Costa Rica

(f) The designated Government payment office for this contract is shown in Block 25 of Standard Form 33, "Solicitation, Offer and Award".

(g) Payment shall be made in local currency.

7. Government Approval and Acceptance of Contractor Employees.

The Contractor shall subject its personnel to the Government's approval. The Government reserves the right to deny access to U.S. - owned and U.S. - operated facilities to any individual. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and/or subversive activities, a check of the personal residence, and a credit investigation. The contractor will provide all such investigations in summary form to the COR for review and approval or disapproval along with all supporting documentation, to include a police certificate (*Hoja de Delinquencia*). The Contractor shall not use any employees under this contract without Government approval.

8. Key Personnel.

The Contractor shall assign to this contract the following key person:

<u>Position/Function</u>	<u>Name</u>
Project Manager	*

The Project Manager shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

9. Personal Injury, Property Loss or Damage (Liability)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

10. Permits

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws.

11. Ownership of Copiers

Title to equipment provided under this contract shall remain with the Contractor. The Contractor shall assume all responsibility for loss or damages to copiers.

**ATTACHMENT 1**  
**PERFORMANCE WORK STATEMENT**

A. Performance Work Statement - Contractor Capabilities

The Contractor shall maintain sufficient equipment to offer the following maximum turn-around time (from issuance of task order to delivery – times quoted do not include non-business days):

**1. Copies Black and White**

Orders of 1000 copies or more

72 Hours (3 Business Days)

Orders of 1000 copies or less

72 Hours (3 Business Days)

**2. Copies Color**

Orders of 1000 copies or more

72 Hours (3 Business Days)

Orders of 1000 copies or less

72 Hours (3 Business Days)

**3. Other Services**

a. Binding (Spiral or Glue Binding, includes cardstock covers with color imprinting)

96 Hours (4 Business Days)

b. Lamination (Hard Plastic)

72 Hours (3 Business Days)

c. Special Cuts (for non-standard job sizes)

96 Hours (4 Business Days)

d. Business Cards (Linen Cardstock Printed in Color)

96 Hours (4 Business Days)

e. Pads (for Medical and other Informational soft-spine pads)

96 Hours (4 Business Days)

f. Booklets (Mid-page stapling and folding of booklets)

96 Hours (4 Business Days)

B. Consumable Supplies

The Contractor shall furnish all consumable supplies required for the services above. The Contractor shall ensure that a stock of two months supply of consumables is available at all times. Each Key Operator will coordinate delivery of supplies to machines and users. The Contractor shall make available a brochure or pamphlet indicating available paper stocks, colors, and cardstocks so as to ensure that orders for services coincide with available supplies.

C. Maintenance

Preventive Maintenance - The Contractor shall provide preventive maintenance service calls to ensure that copiers are maintained in good working condition. Maintenance calls shall be at intervals which meet commercial standards, but not less than twice per year.

D. Operational Requirements

Operator Training - The Contractor shall provide all necessary training for Operators so as to ensure compliance with the time limits stated above. Training costs shall be borne by the Contractor and shall be included in the loaded service rates quoted in Section 1.3.

E. Quality Assurance and Surveillance Plan (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b><u>Services.</u></b> Performs all services set forth in the performance work statement (PWS)	Attachment 1 A. thru G.	All required services are performed and no more than one (1) customer complaint is received per month
<b><u>Services.</u></b> Performs all services set forth in the performance work statement (PWS)	Attachment 1 A. thru G.	All required services are performed and no more than one (1) job is late per month.

H.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.



**H.2 STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month and that no more than one job is completed beyond the established time frames detailed in the PWS. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

**H.3 PROCEDURES.**

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION 2 CONTRACT CLAUSES

### 52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

### FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-4 None

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JUNE 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	<b><u>Clause Number and Title</u></b>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$100,000]</i>
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the

	Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). <i>[check if over \$100,000]</i>
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JUNE 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies and the amount exceeds \$193,000]</i>
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]*  
Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

## **ADDENDUM TO CONTRACT CLAUSES**

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984).
52.228-5	Insurance—Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

### **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2,000.00;

(2) Any order for a combination of items in excess of \$10,000; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

((d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to produce the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years.

The following DOSAR clauses are provided in full text:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

<b>Date/Day Observed</b>	<b>Holiday Name</b>
January 01	New Year's Day
3 <sup>rd</sup> Monday in January	Martin Luther King's Birthday
3 <sup>rd</sup> Monday in January	Washington's Birthday
Last Monday in May	Memorial Day
July 04	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
2 <sup>nd</sup> Monday in October	Columbus Day
November 12	Veterans Day
Last Thursday	Thanksgiving Day
December 25	Christmas DayNew Year's Day



(b) In Costa Rica, the government also observes:

<b>Date/Day Observed</b>	<b>Holiday Name</b>
January 1	New Year 's Day
In March or April (Semana Santa)	Holy Thursday
In March or April (Semana Santa)	Holy Friday
April 11	Juan Santamaría's Day
May 1	Labor Day
July 25	Annexation Day
August 2	Our lady of Los Angeles Day
August 15	Mother's Day
September 15	Independence Day
October 12	Cultures Day
December 25	Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18a of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-71 - IDENTIFICATION/BUILDING PASS (APR 2004)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Vanessa Rojas.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel.

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--  
SERVICES (AUG 1999) (DEVIATION)

### SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2006) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

#### ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer/quotation must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) Adequate financial resources or the ability to obtain them. Financial statements should be submitted for the last two years.

(7) Equipment Description- Describe your equipment, ease in using your equipment, and its compliance with the requirements of Section 1. Describe the quality and standards of the equipment and manufacturer, including equipment repair and servicing. Provide copier brochures and other descriptive literature describing capabilities and other features that clearly show the equipment is in compliance with the specifications for the category of copier proposed. In addition, describe your copier maintenance and repair training program. Offers/quotations that merely restate the specifications may be declared unacceptable.

A.3. If required by the solicitation, provide either:

- a) a copy of the Certificate of Insurance, or
- b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- c) a financial statement

**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on **September 20, 2006** at 10:00 am at the Chancerry Building. Prospective offerors/quoters should contact Luis Mariano Mora at the office phone number 519-2406 or email address: [moralm@state.gov](mailto:moralm@state.gov) for additional information or to arrange entry to the building.

The following DOSAR provisions are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Mr. Scott McAdoo, at 519-2310 or fax number 519-2305. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## **SECTION 4 - EVALUATION FACTORS**

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror/quoter with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - qualified and eligible to receive an award under applicable laws and regulations.



**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid pending.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUNE 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]—

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate Entity (not tax-exempt);

\_\_\_ Corporate Entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.  
(5) Common Parent.  
\_\_\_ Offeror is not owned or controlled by a common parent;  
\_\_\_ Name and TIN of common parent;  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.]

*Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]*

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

**652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

**Defense Base Act Insurance – Covered Contractor Employees**

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where		Local nationals: _____

there <u>are</u> local workers' compensation laws		Third Country Nationals: _____
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(b) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.